

(3) Mortgagors shall erect or cause to be erected, within six months from date hereof, a house upon the mortgaged premises, incorporating in its construction all of the materials purchased by Mortgagors from Mortgagee, as well as foundation, grading, paving, carpentry, plumbing, heating and electrical work decoration and utility services, in conformity with the requirements of any and all conditions and restrictions in the line of title as well as any building, zoning and other applicable regulations of any municipal or governmental authority within whose jurisdiction the mortgaged premises are situate.

(4) To keep all buildings, fences and other improvements on said real estate in good repair, and permit no waste thereon, and it is also agreed that the rents and profits of said premises and the rents, profits, revenues and royalties accruing to Mortgagors under all oil and gas leases, now or hereafter placed on said premises, are pledged to Mortgagee, its successors and assigns, as additional collateral security, and Mortgagee shall be entitled, in the event of such default, to possession of said premises, by receiver or otherwise. That upon the institution of proceedings to foreclose this mortgage, the plaintiff therein shall be entitled to possession and control of the premises herein described and/or to have a receiver appointed, and to collect the rents and profits thereon, under the direction of the court, and the net amount so collected by such receiver shall be applied, under the direction of the court, to the payment of any judgement rendered or amount found due upon the foreclosure of this mortgage, provided however that this assignment shall terminate and become null and void upon the release of this mortgage. Appraisement waived.

The violation of any of the foregoing agreements shall, at the option of Mortgagee, without notice, cause the debt hereby secured to become due and payable.

The covenants, conditions and agreements contained in this mortgage shall bind, and the benefits thereof shall inure to the respective parties hereto and their respective heirs, executors, administrators, successors and assigns, and if this mortgage is executed by more than one person, the undertakings and liability of each shall be joint and several. The plural form wherever used herein, shall be deemed to include the singular should the context require.

Witness our signatures this 28th day of September

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Witnessed by:

Elmer H. Oakley, Jr.

Clarence H. Rogers (SEAL)
Carole J. Rogers (SEAL)

STATE OF KANSAS, Douglas County, ss.

BE IT REMEMBERED, That on this 28th day of September A.D. 1964, before me, the undersigned, a notary public in and for ~~Missouri~~ County and Jackson State, came Clarence H. Rogers and Carole J. Rogers, husband and wife to me personally known to be the same person (s) who executed the within instrument, and such person (s) duly acknowledged the execution of the same.

IN WITNESS WHEREOF I have hereunto subscribed my name and affixed my official seal on the day and year last above written.

Notary Public

My commission expires 9 February

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Recorded November 4, 1964 at 2:00 P. M.

Register of Deeds